

LABOUR DEPARTMENT

The 6th April, 1972

No. 3708-4Lab-72/13032.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and the management of M/S Suchet Singh and Sons, Railway Contractor, Rewari.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 109 of 1967.

between

THE WORKMAN SHRI LALA RAM, C/O THE GENERAL SECRETARY, RAILWAY VENDORS UNION, RAILWAY ROAD, GURGAON CANTT. AND THE MANAGEMENT OF M/S. SUCHET SINGH AND SONS, RAILWAY CONTRACTOR, REWARI.

Present.—Shri C. B. Kaushik, for the workman.

Shri Ganga Saran, for the management.

AWARD

Shri Lala Ram was working as a vendor at a trolley of the respondent who is a Railway Contractor at Rewari Station. The management maintain that Shri Lala Ram voluntarily left their service and joined the trolley of Shmt. Krishna Devi another Railway Contractor. The workman however, maintains that his services were wrongfully terminated by the Manager without any reason. Accordingly, the President of India referred the following dispute for adjudication,—*vide* Gazette Notification No. 556-SFIII-Lab-67, dated 29th November, 1967:—

“Whether the termination of services of Shri Lala Ram was justified and in order ? If not, to what relief is he entitled ?”

An *ex-parte* award was made in favour of the workman but the High Court in Civil Writ Petition No. 251 of 1970 filed by the management was pleased to quash the award and remand the case for a fresh decision after permitting the management to take part in the proceedings. After demand the management were permitted to file their written statement on payment of Rs. 50 as costs. The following issue was framed:—

Whether the workman Shri Lala Ram left the service of his own accord ?

The management have produced five witnesses in support of their case. Shri Chote Lalf a Salesman at the trolley of the respondent. He says that the applicant is a resident of his mohalla and he left the service of the respondent of his own accord and for two or three months he did not do any work but thereafter he took service at a trolley of Shrimati Krishna Devi. Shri Rumal Singh, M.W. 2 states that the applicant was his neighbour. According to this witness the applicant was working on the trolley of one Shri Sohtaj Singh then he joined the service of the respondent for 6 or 7 years. He then voluntarily exchanged place with one Arjan who used to work at the trolley of Shmt. Krishna Devi because the applicant felt that he could not make his both ends meet at the trolley of the respondent. Shri Khushal Singh, Manager of the respondent concern has been examined as M. W. 3. He supports the management version. According to the version of the management the vendors employed at various trolleys normally exchange places and in June, 1967, the applicant left his services voluntarily and after 3 or 4 days, it was found that he had joined the trolley of Shmt. Krishna Devi. The respondent closed his evidence and the applicant produced two witnesses in rebuttal, namely, Sarvshri Maman Chand and Banwari Lal. Shri Maman Chand says that he is working at the Railway Station from the last 30 years and that the applicant is a member of the union. He says that the applicant reported to him that the respondent had wrongfully terminated his services and so he approached the Manager of the respondent who told him that it was his sweet will to appoint or terminate the service of any workman. Shri Banwari Lal, W.W. 2 is also a vendor at the Railway Station, Rewari. He says that he looks after the business of Shrimati Krishna Devi and that the applicant is not in her service at all. The applicant also appeared as a witness in support of his case. He says that he joined the respondent concern 10 or 11 years back but in July, 1967 the respondent wrongfully terminated his services and did not even pay him his wages for the months of May and June. He says that he complained to Shri Maman Chand, Secretary of the union and he is unemployed since the wrongfull termination of his service.

The management then gave an application for permission to summon the Station Master, Rewari and the Assistant Medical Officer, Northern Railway Station at Rewari in order to prove that the version of the applicant that he was unemployed was incorrect and that he was actually working at a vendor at the trolley of Shmt. Krishna Devi. The evidence of the Assistance Medical Officer was said to be important because it is a part of his duty to medically examine all the persons employed at the trolleys of the Railway Contractors and he was expected to produce railway records to prove that the applicant had been medically examined to enable him to continue working at the trolley of Shmt. Krishna Devi. The application to produce additional evidence was opposed by the representative of the workman on the ground that the management had closed their evidence and they had now no right to re-open their

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case. It was, however, found that the management had previously given an application calling upon the applicant to admit or deny as to whether he had worked at the trolley of Shmt. Krishna Devi and the workman had denied this fact. It was felt that the question as to whether the applicant was working at the trolley of Shmt. Krishna Devi or not, was very material and in the interest of justice the management were permitted to produce additional evidence on payment of costs and the management then examined Dr. B. C. Saini, A. M. O. and Shri B. P. Bhalla, Station Master, Bara Bankey, who was posted as Station Master, Rewari, from 15th July, 1969 to 21st October, 1971. Dr. Saini proved the application, Ex. M. W. 4/1 which was submitted by the management and on this application he certified that the applicant Shri Lala Ram, son of Shri Jagni, was medically examined on 7th April, 1969 and the certificate was valid for one year. He stated that this certificate was essential in order to enable the applicant to continue in service at the trolley of Shmt. Krishna Devi, Railway Contractor, Rewari Station. He further stated that he was posted at Rewari Station only from the last two and a half years and his job is to medically examine the vendors employed by the Railway Contractors and that he had brought with him the record of the applicant which showed that the applicant had been medically examined on 7th April, 1969, 23rd April, 1970 and 25th May, 1971. Shri Bhalla, Station Master stated that he could identify the applicant and the applicant who was standing with 11 others persons was actually identified by the witness from amongst those persons. He proved the certificates marked Ex. M.W. 5/1 and Ex. M.W. 5/2 and stated that the applicant was working at the trolley of Shmt. Krishna Devi. He further stated that they had sent a list of the vendors to the Divisional Commercial Superintendent on 21st August, 1970, and in that list the applicant was shown as a vendor at the trolley of Shmt. Krishna Devi and Shri Banwari Lal, W.W. 2, is shown as a Manager of the trolleys of Shmt. Krishna Devi. He further stated that the names of Sarvshri Budha, Rohtas, Lala Ram (applicant) and Dula Ram were shown in the list as vendors of Shmt. Krishna Devi. The witness also stated that on 13th November, 1970, a physical inspection of the trolley vendors was made in the company of the Commercial Vending Inspector and a list of all the vendors was prepared and the name of Shmt. Krishna Devi appeared at Serial No. 27 and the names of the vendors of the trolleys were entered against this serial number. The witness stated that a list of the vendors in duplicate was sent on 16th May, 1971, after medical examination and a copy of that list was kept for the purpose of the record and the name of the applicant appeared at Serial No. 3 of this list. After the additional evidence of the management was closed an opportunity was given to the workman to produce further evidence if he so desired and Shri C.B. Kaushik who represents the workman appeared as a witness. He only proved the copy of the complaint made to the Labour Inspector dated 24th July, 1967, copy Ex. W. 1, in which the applicant complained that 12 days back the management had wrongfully terminated his services and have withheld his wages from the last 3 months. He has also proved the application dated 27th July, 1967, copy Ex. W. W. 4/1 which was sent to the respondent under a postal certificate marked Ex. W. W. 4/2. In this application the workman brought to the notice of the respondent that his services had been wrongfully terminated on 18th July, 1967, and that he had been reporting for duty everyday but no duty was being given to him. Ex. W.W. 4/3 is the copy of the letter written by the Labour Officer-cum-Conciliation Officer, Faridabad, to the Shop Inspector, Rewari, in which he directed the Shop Inspector to hold an enquiry into the complaint of non-payment of wages made by this applicant. Ex. W.W. 4/4 is the copy of the demand notice. The witness has also filed the copies of the other correspondence.

I agree with the submission of the learned representative of the applicant that in case the applicant had voluntarily left the service of the respondent or exchanged places with Shri Arjan Dass as stated by Shri Rumel Singh M. W. 2 then the applicant would not have been raising a hue and cry and making complaints to the labour authorities that his services had been wrongfully terminated and he should be taken back into service but at the same time, it is not possible to lose sight of the fact that the applicant had also complained that his 3 months wages have been withheld. The workman has led no evidence to prove the correctness of this complaint. So no presumption of correctness can be attached to the complaint made by the applicant that his service had been wrongfully terminated. It is also not possible to lose sight of the documentary evidence produced by the management which consists of the record of the railway department which conclusively establishes that the applicant is working at the trolley of Shmt. Krishna Devi another Railway Contractor. According to the version of the applicant he is sitting at home and doing no work from the last five years that is since the alleged wrongful termination of his service by the respondent. It is, definitely proved that the applicant is making a wrong statement in the regard. In case the allegation regarding non-payment of wages had been found to be true then it might have been possible to draw an inference in favour of the applicant that had not voluntarily left the service. The decision of the question as to whether the workman voluntarily left his service as alleged by the management or that his services were wrongfully terminated as stated by the applicant depends upon believing or non-believing the oral evidence produced by the parties. The allegation of the applicant that he is sitting in his house wholly unemployed during the last five years has been proved to be false by the documentary evidence produced by the management. Under these circumstances it would not be safe to decide the case

in favour of the workman simply on the basis of the presumption that in case the workman had voluntarily left the service he would not have made a complaint to the Labour authorities that his services have been wrongfully terminated. The evidence of the witness as produced by the management in order to prove that the workman had left service consists of persons who live in the immediate neighbourhood of the applicant. No reason has been given as why their evidence should not be believed. The evidence of the workman that his services were wrongfully terminated is only supported by Shri Maman Chand who is the Secretary of the union and is, therefore, an interested witness. After carefully considering the evidence produced by the parties, I am of the opinion that the applicant is proved to have left the service of his own accord and, therefore, it cannot be said that the termination of his service was not justified and in order. I gave my award accordingly, I make no order as to costs.

P.N. THUKRAL,

Presiding Officer,
Labour Court, Haryana, Rohtak.

Dated 30th March, 1972.

No. 498 dated Rohtak, the 30th March, 1972

Forwarded, in quadruplicate, to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKARAL

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 3702-4Lab-72/13045.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and the management of M/s Auto & Metal Engineers, N.I.T., Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 85 of 1971

between

THE WORKMAN SHRI JAI RAM SINGH, C/O SHRI CHANDRA SHEKHAR, M.P. 3, SOUTH AVENUE LANE, NEW DELHI AND THE MANAGEMENT OF M/S AUTO & METAL ENGINEERS, FARIDABAD N.I.T.

Present.—

Shri Darshan Singh, for the workman.

Shri D.C. Chadha and Shri R.C. Sharma, for the management.

AWARD

The following industrial dispute between the workman Shri Jai Ram Singh and the management of M/s Auto & Metal Engineers, Faridabad N.I.T. was referred to this Court for adjudication,—*vide Government Gazette* Notification No. 1D/FD/297-C-70/ 16522, dated 31st May, 1971:—

Whether the termination of services of Shri Jai Ram Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed by the workman and the management filed their written statement. The case of the workman is that he was appointed as a fitter on 1st August, 1969 at Rs 85 per week and his work was quite satisfactory but his services were terminated without assigning any reason or holding any enquiry.

The case of the management is that the applicant was appointed on 1st August, 1969, as a probationer for an initial period of six months which was liable to be automatically extended up to a year. It is alleged that his work was not found to be up to the mark and so his services were terminated on 27th July, 1970. The only issue which arose from the pleadings of the parties was precisely the same as in the order of reference. So the parties were directed to produce evidence in support of their respective contentions. The management produced Shri Har Narain Singh, their supervisor who was examined as M.W.1. and their General Manager Shri V.K. Jain who was examined as M.W.2. In rebuttal the workman appeared as a witness in support of his case. Shri V.K. Jain has proved the letter of appointment marked Ex. M.W.2/1 which was given to the applicant. This letter shows that the applicant was appointed as a probationer in the first instance for a

period of six months. It is further provided that if after the expiry of the first period of probation he is retained or allowed to work and no order is issued for confirmation in writing it would be deemed that the probationary period had been further extended for three months and even if after completion of this extended period no confirmation letter is issued, it would be further considered that the probationary period has been extended by another six months. This means that the management intended to keep their workman on probation for a maximum period of 15 months. The terms regarding the period of probation in the letter of appointment are, however, against the statutory provision of the Model Standing Orders which were admittedly applicable in the respondent concern up to 30th September, 1970, when their own Certified Standing Orders were brought into force. Sub-clause (b) of clause 3 of the Model Standing Orders defines a probationer as under :—

- (i) A 'probationer' is a workman who is provisionally employed to fill vacancy in a permanent post and has not been confirmed as permanent in accordance with these standing orders. Ordinarily the period of probation shall be 6 months, but it may be extended by a period of three months at a time at the discretion of the management, if the management considers it necessary in any case to further adjudge the work and merits of a workman. The maximum probation period shall, however, in no case extend beyond one year.
- (ii) In computing the period of probation the days on which the workman was absent due to authorised leave, sickness, maternity leave, accident, lock-out or a strike (which is not illegal) or temporary closure of the undertaking shall be included.
- (iii) If a workman continues in service on the expiry of the 13th (Thirteenth) month of service he shall be deemed to have been automatically confirmed in his appointment.
- (iv) If a permanent workman is employed as a probationer in a new post or a vacancy and his work during probation is not found satisfactory, he may at any time during the probationary period be reverted to his substantive post and shall not lose his lien on his permanent post on this account.

According to the Model Standing Orders there is no automatic extension of the period of probation after the initial period of probation of 6 months and it can only be extended by a period of 3 months at a time at the discretion of the management that is if the management considers it necessary in any case to further adjudge the work and the merits of the workman and after the expiry of the period of probation or extended period, the service of the workman can only be terminated if the management is of the opinion that the work has not been up to the mark and he has not been considered fit to be retained in service. In the present case we find that the service of the workman were terminated on 27th July, 1970, that is after he had worked for 11 months and 27 days. The letter dated 27th July, 1970 marked Ex. M.W.1/1 by which the service of the workman were terminated does not say that his work has not been found up to the mark as now alleged. The only reason given in the letter of termination is that his services were no longer required and, therefore, his services were being terminated with immediate effect. In case the applicant was appointed on a permanent post then it would not be correct to say that his services were no longer required because the work for which he was appointed had not come to an end.

The management also do not support the termination of the service of the workman for the reasons stated in the letter Ex. M.W.1/1 that is his services were no longer required. It is alleged that in fact his work was not found to be satisfactory and since the workman was still on probation it was not essential for the management to disclose the reason for terminating the services of the workman and the management were perfectly entitled to terminate the services of the workman who is on probation by simply intimating to him that his services were no longer required. In my opinion this position is not correct. It is true that there is no automatic confirmation of a workman simply because his period of probation has not been specifically extended but if the management after giving a fair trial to the workman during the period of probation are not satisfied with his work then they have a right to terminate his service on the expiry of the period of probation and in such a case it is not necessary that a charge-sheet should be framed or any enquiry be held. It is, however, essential for the management to inform the workman the true reason for terminating his services which in the present case is said to be that his work was not satisfactory. In case the management had said in their letter that they were not satisfied with the work of the applicant as it had not come up to the mark and, therefore, his services were being dispensed with, then it would have been possible to accept the stand now taken up in the written statement. I am clearly of the opinion that the manner in which the services of the applicant have been terminated was not legally justified and in order.

As regards the relief we cannot close our eyes to the fact that the applicant has served the respondent concern hardly for a period of one year and it would not be in the interest of justice to thrust a workman on an unwilling management simply on the ground that the letter by which the management terminated the services of the workman was technically not correct. I am of the opinion that three months salary as 'compensation for loss of services would meet the ends of justice. I give my award accordingly. No order as to costs.

Dated 28th March, 1972.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 436 dated Rohtak, the 28th March, 1972

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

P.N.THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 3718-4Lab-72/13047.— In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s Hindustan Machine Tools Ltd., Pinjore.

BEFORE SHRI P.N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 158 of 1970

Between

The workman, Sh. V.K. Seengal, Q. No. 827, H.M.T. Colony, H.M.T., Pinjore and the management of M/s. Hindustan Machine Tools Ltd., Pinjore.

Present :

Sh. Madhu Sudan Sharan Cowshish, for the workman.

Sh. Bhagirath Dass, for the management.

AWARD

The following industrial dispute between the workman, Sh. V.K. Seengal and the management of M/s. Hindustan Machine Tools Ltd., Pinjore was referred to this Court for adjudication, *vide* Govt. Gazette Notification No. ID/UMB/178-E-70, dated 3rd September, 1970 :—

“Whether the termination of services of Sh. V.K. Seengal was justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference usual notices were issued to the parties in response to which a statement of im was filed on behalf of the workman and the management filed their written statement. It is common und that the workman was on sick leave from 24th September, 1969 to 27th September, 1969. 28th September, 1969 was Sunday and the workman was due to report for duty on 29th September, 1969 but he did not do so. The case of the workman is that he continued to be ill and sent an application, dated 28th September, 1969 copy Ex. W.3 under a postal certificate Ex. W.4 seeking extension of leave for a period of fortnight and since he did not get well he submitted another application dated 13th October, 1969, copy Ex. W.5 through a co-worker Sh. Narinder Singh seeking extention of leave for 1½ months. The case of the management, however, is that no leave applications were received from the workman at all. He was awaited from 29th September, 1969 onwards and since he did not report for duty they wrote him a letter dated 14th October, 1969 copy Ex. M.W.1/4 under registered cover acknowledgement due at all the three addresses of the workman known to them by which he was informed that he was due to report for duty on 29th September, 1969 and that his absence without leave or permission for more than 10 days consecutively constitutes a serious misconduct under Standing order No. 21.105 and warranted a stern disciplinary action against him. He was further informed that under clause 16.2 if a workman remains absent beyond the period of leave originally granted he is liable to lose lien of his appointment unless he returned within 8 days of the expiry of his leave and explains to the satisfaction of the Manager of his inability to return before the expiry of his leave. The workman was however informed that in his own interest he was advised to report for duty latest by 24th October, 1969 and offer satisfactory explanations of his unauthorised absence failing which the management would be constrained to take action against him as per Standing Orders. This letter could not be delivered to the workman although it was sent under registered cover acknowledgement due at all the three addresses which were known to the management and all the three envelopes were returned to the management with an endorsement of the postal authorities that the addressee had refused to accept the same. The management then wrote a letter dated 1st November, 1969 copy Ex. M.W.1/1 under registered cover acknowledgement due that in spite of their latter dated 14th October, 1969 calling upon him to report for duty latest by 24th October, 1969 he had failed to report for duty and therefore his lien on his job stood remove w.e.f. 24th October, 1969. The workman did not acknowledge even this letter. On the contrary he submitted another application which is dated 31st October, 1969, copy Ex. W.11 by which he drew the attention of the management to his previous applications for sickleave and stated that he had taken E.S.I. treatment and had been advised rest till 6th October, 1969. He enclosed the E.S.I. slips which had been given to him for the first time in this letter and not earlier. The workman however informed the management that he had undergone private treat-

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ment for 10 days from 6th October, 1969 to 14th October, 1969 and was having regular treatment with effect from 15th October, 1969 and enclosed a medical certificate of a private medical practitioner recommending him leave from 15th October, 1969 to 31st October, 1969. The workman further stated that he required more time for his recovery and requested that he may be sanctioned sick leave for the duration of his absence from duty. The management did not give any reply to this letter in view of the letter dated 1st November, 1969 which had alieay sent by them. The workman submitted another application dated 31st December, 1969 copy Ex. W.9 by which he drew the attention of the management to his application dated 31st October, 1970 and stated that he had already submitted medical certificates in support of his leave from 30th September, 1969 to 31st October, 1969 and that the medical certificates in support of his leave from 1st November, 1969 to 15th November, 1969 and 16th November, 1969 to 15th December, 1969 were being enclosed and that medical certificates from 16th December, 1969 on wards would follow and further stated that since he did not recover from sickness and was very week therefore further leave may be granted to him. On receipt of this application the management informed to workman vide their letter dated 6th/10th February, 1970, copy Ex. M.W. 1/8 that his name had already been removed from service w.e.f. 24th October, 1969. It appears that no notice of this reply was also taken by the workman and he reported for duty on 20th April, 1970 after obtaining a certificate of fitness from a private registered medical practitioner and further certificates of his illness till 19th April, 1970. According to the workman he was not permitted to resume his duty.

The submission of the learned representative of the workman is that the order of the management striking off the name of the workman by reason of his alleged continued absence under the provision of clause 16.2 is illegal because it is conclusively established by the E.S.I. certificates that the workman was ill up to 6th October, 1969 and was unable to attend to his duties. It is further submitted that under the provisions of clause 16.1 it was incumbent upon the management to have informed the workman whether his application for extention of leave has been granted or refused and since the management did not give any reply to the workman in reply to his application dated 28th September, 1969 which was sent under postal certificate the management were not justified in striking off his name because in case the workman had received an intimation that his application for leave had not been sanctioned because it was not accompanied by medical certificate would have immediately got a certificate from the E.S.I. or if that was not possible then he should have got his certificate countersigned from the Company's Medical Officer and since the management never informed the workman about the rejection of his leave application and as the workman was actually ill till 19th April 1970 as proved by the medical certificates of the private registered practitioner it can not be said that the termination of his services as justified.

I have carefully considered the submissions of the learned representative of the workman. I do not think that under the circumstances of the case the action of the management striking off the name of the workman on 24th Octover, 1970 was unjustified. As already observed the case of the management is that they received no intimation whatsoever from the workman from 29th September, 1969 onwards that he was ill and the workman is to be blamed for this. Even if it is believed that the workman actually sent an application on 29th September 1969 for extention of leave he did not enclose with it any medical certificate which he should have done under the rules. In this application the workman informed the management that medical certificates would follow but then for reasons best known to him he did not submit any medical certificate. Even in the application dated 15th October, 1969 which is supported to have been sent through Sh. Narinder Singh no medical certificate was enclosed. It is not the case of the workman that he was not aware of the rules with regard to the grant of medical leave and it was his duty to see that the application for leave was duly supported by a medical certificate and is duly acknowledged. In fact the workman submitted the E.S.I. certificates which authorised him leave from 30th Septermber, 1969 to 6th October, 1969 only with his application dated 31st October 1969 which was sent under registered cover but by that time the management had already taken action under clause 16.2 of the Certified Standing Orders and had struck off his name from the rolls on 24th October, 1969. It appers that According to the workman all that he was required to do was to make an application for leave and sent it by an ordinary post or through a co-worker and the management were then bound to sanctio him leave. He even never cared to ascertain as to what had been the fate of his applications. Even in the application dated 31st December, 1969 which the workman was good enough to send under registered cover he simply referred to his previous leave applications and the medical certificates of private medical practitioners which had not been got counter signed by the company's Medical Officer and requested for further leave. The Personnel Manager Shri B. S. Dhillon in his evidence has stated that when the leave application dated 31st December, 1969 was received he was informed vide the letter dated 6th February, 1970 copy Ex. M.W. 1/8 under registered cover that his name had already been struck off from the rolls on 24th October, 1969. He says that this letter was sent at the addreses given in the application dated 31st December, 1969 but this letter was also received back with an endorsement of the post office with the report that the addressee had refused to accept the same. The previous postal endorsement on this envelope is that the addressee was out of station. These facts clearly establish that the workman was in no mood to receive any communication from the management and thought that he could remain on leave on account of his illness as long as it pleased him and then could report for duty by obtaining a certificate of fitness from a Doctor. Unfortunately this is not the legal position. The Standing orders of a company which are duly certified have a statutory force and both the management and the workman are bound by the provisions of the Standing Orders. Rule 14 of the Standing Orders provides that a workman is entitled only 8 days' sick leave with full pay or 15 day's sick leave with half pay and that sick leave exceeding 2 days has to be accompanied by a medical certificate from a registered medical practitioner duly countersigned by the Company's Medical

Officer or a medical certificate from the E.S.I. Doctor. The workman never cared to comply with this rule when on account of his alleged illness he could not report for duty 29th September, 1969. The E.S.I. certificates certifying his sickness up to 6th October, 1969 was sent for the first time only by means of a registered letter dated 31st October, 1969 but by that time his name had already been rightly struck off from the rolls under the provision of clause 16.2 of the Certified Standing Orders. Hence after carefully considering the evidence produced by the parties, I am of the opinion that the action of the management striking off the name of the workman was fully justified and the workman is not entitled to any relief. I give my award accordingly but make no order as to costs.

The 28th March, 1972.

No. 459, dated Rohtak, the 29th March, 1972.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Forwarded in quadruplicate to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

P.N. THUKRAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

The 10th April, 1972

No. 3585-ASO-Lab-72/13331.—Dr. R.K. Jain certifying Surgeon and Deputy Chief Inspector of Factories, Haryana assumed the charge of the office of the Additional Chief Inspector of Factories, Haryana, with effect from the 28th March, 1972 (F.N.).

B.L. AHUJA,

Commissioner for Labour and Employment and
Secretary to Government, Haryana.